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Deborah E. Johnson P.O.Box 4448

Carmel, California 93921-4448 Telephone: 831-622-0132

Gerald D. Johnson (Pro Se, filing party)

P.O.Box 4448

Carmel, California 93921-4448

Telephone: 831-622-0132

E-mail: aprgdj@cs.com

Plaintiffs

United States District Court

North District Of California

San Jose Division

Deborah E. Johnson and Gerald D. Johnson,

Plaintiffs,

Case No. C08 00264 PVT

Related Case No. C08 01796 PVT

FILED

' 2008 MAY -b P 3: 46

RICHARD W. WIEKING

VS.

First Federal Bank Of California

Defendant.

"PLAINTIFFS' REQUEST FOR JUDICIAL NOTICE OF THE STATEMENT OF FACTS AND **EXHIBITS IN OPPOSITION TO" DEFENDANT'S MOTION TO DISMISS PLAINTIFFS 'FIRST** AMENDED COMPLAINT AND **IDENTICAL COMPLAINT IN** REMOVED ACTION & PROOF OF SERVICE

Hearing:

Date: June 3, 2008 Time: 10:00 a.m. Courtroom: 5 Patricia v. Trumbull

TO THIS HONORABLE COURT AND DEFENDANT, FIRST FEDERAL

BANK OF CALIFORNIA: PLAINTIFFS, DEBORAH E. JOHNSON AND GERALD D.

JOHNSON REQUEST THIS COURT TAKE JUDICIAL NOTICE OF THE FOLLOWING

STATEMENT OF FACTS AND EXHIBITS IN OPPOSITION TO DEFENDANT'S MOTION TO DISMISS PLAINTIFFS' FIRST AMENDED COMPLAINT AND IDENTICAL COMPLAINT IN REMOVED ACTION.

STATEMENT OF FACTS

- 1. Defendant, First Federal Bank of California, motion for summary judgement in the State Superior Court for unlawful detainer action in relation to the Plaintiffs primary residence at 2nd Avenue, 2NE of Dolores Street in Carmel California, was denied based largely on the recorded "Deed of Trust", which reference the loan as: "Loan No: 49792970/JOHNSON/JOHNSON". The person referenced on the recorded documents and newspaper notice related to the foreclosure all reference Plaintiff, "DEBORAH E. JOHNSON", only. Plaintiffs' Exhibit "A" contains a certified copy of the State Court Order denying Defendant's motion from that hearing in State Court. Plaintiffs' Exhibit "B" is the certified recorded copy of the Deed Of Trust.
- Plaintiffs' Exhibit "B" contains all 5 documents used in the foreclosure and produced by
 T.D. Service Company and Defendant, First Federal Bank of California.
- (1). "DEBT VALIDATION NOTICE" and "NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST", these documents were mailed to Plaintiffs with the loan referenced as "Loan No: 49792970/JOHNSON" with no signature from a T.D. Service Company employee.
- (2). Recorded "NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST" with the loan referenced as "Loan No: 49792970/JOHNSON" and signed by Cathy Griffith of T.D. Service Company.
- (3). Recorded "NOTICE OF TRUSTEE'S SALE" reference the loan as,
 "Loan No: 49792970/JOHNSON/JOHNSON" and signed by Frances DePalma of T.D.
 Service Company.

.

- (4) Recorded "TRUSTEE'S DEED UPON SALE" reference the loan as,

 "Loan No: 49792970/JOHNSON/JOHNSON" and is signed by Frances DePalama of T.D.

 Service Company.
- 3. PMC Mortgage Company was paid \$16,800.00 by Defendant, First Federal Bank of California, Plaintiffs' Exhibit "C" is the closing statment from Old Republic Title Company with that rebate payment. The rebate payment or mortgage broker fee was not included in the the finance charges.
- 4. Defendant's Exhibit "2" in the Declaration of Carol Baxter contains the Power of Attorney with Plaintiff, Deborah E. Johnson's, actual signature that was witnessed and notarized by a notary. Defendant's Exhibit "2" also contains the signature of Plaintiff, Deborah E. Johnson signed by Plaintiff, Gerald D. Johnson, as her "attorney in fact" that was witnessed and notarized by a notary. Neither signature match the signatures or method of dating the application or disclosures submitted as Defendant's Exhibit "1" in the Declaration of Carol Baxter. Plaintiffs will cooperate with any Federal, State or Local law inforcement agency to uncover or prosecute any suspected forgery and Plaintiffs welcome any investigation into the fraud actions listed in this civil suit.
- Plaintiffs Exhibit "D" is the application faxed from the agent representing the Defendant, application and disclosures are date stamped with the fax number, number of pages and company name. The fax cover sheet is addressed to both Plaintiffs and dated January 19, 2005. These documents were never signed by Plaintiffs.
- 6. Plaintiffs Exhibit "E" is documents from Old Republic Title addressed to both Plaintiffs dated March 9, 2005, requesting personal information prior to the close of escrow.
- 7. Plaintiffs Exhibit "F" is the definition for "Consumer" as it relates to 12 CFR 226.23 of Truth In Lending (Regulation Z). The Defendant's Exhibit "2" in the Declaration of Carol Baxter contains the application that was included with the closing documents has Plaintiff, Gerald D.

Johnson, in the section "Title will be held in what Name(s)" and noted in the Preliminary Title

Report that is referenced in the section of the application "Legal Description of Subject Property".

- 8. Plaintiff, Gerald D. Johnson's, bankruptcy filing listed the subject property as an asset and allowed the bankruptcy dismissal after discovery of the actions committed by the Defendant in this civil action.
- 9. Plaintiff, Gerald D. Johnson, is not a licensed Real Estate Broker for the State of California nor has he ever been a liscensed Real Estate Broker for this sate or any other state in these United States.

CONCLUSION

Defendant, First Federal Bank Of California, has directed or instructed Old Republic Title, T.D. Service Company and PMC Mortgage Company to omit, misrepresent and falsify documents in creating a fraudulent security instrument at inception, during the term of the loan and to facilitate a fraudulent conveyance. The Defendant has misrepresented and provided false information to the Plaintiffs and through declarations to the Bankruptcy Courts. The Defendant has utilized bank funds at inception and for conveyance by wire and mail while instructing and directing others in the creation of the necessary documents. The above actions are fraudulent and are punishable under The RICO Act. The California State Superior Court has denied the Defendant's motion for summary judgement based on the transfer documents and our plea is that this Court allow due process and discovery to continue. Plaintiffs believe if allowed to continue and investigate the files, communication logs and cross examine employees for T.D. Service Company, Old Republic Title PMC Mortgage and the Defendant, First Federal Bank of California, the case for fraud will be proven. We ask this Court to deny the Defendant's "Motion To Dismiss" Plaintiffs' First Amended Complaint.

We declare under penalty of perjury that the foregoing statement of facts and documents are true and correct.

Gerald D. Johnson Plaintiff (pro se)

Case 5:08-cv-00264-PVT Document 30-2 Filed 05/06/2008 Page 1 of 37

EXHIBIT "A"

	SUPERIOR COURT OF CALIFORNIA COUNTY OF MONTEREY								
First Federal, Plaintiff/Pe	etitioner	Hon. Lydia M. Villarreal Clerk: Lonnette Dorsey CSR: Susan Kern, CSR #6717							
Johnson, Debe Defendant	orah E., et al, /Respondent	Interpreter: Language:							
	Motion Hearing Summary Judgment April 10, 2008	Case No. M89741 Courtroom 16 Related Cases:							
Appearances:	☐ No appearances☐ Gary Hoffman, Attorned	ey for 🏿 Deborah Johnson. Defendant present							

Plaintiff

in pro per

☐ Gerald Johnson, Defendant present in

pro per

DRAFT

Case is regularly called for Plaintiff's Motion for Summary Judgment hearing.

Arguments are made by respective counsel.

Petitioner's Motion for Summary Judgment is Denied.//



1 1 2008

Case 5:08-cv-00264-PVT Document 30-2 Filed 05/06/2008 Page 3 of 37

EXHIBIT "B"





MELMET DEFAULT
SERVICES, INC.

"The Alliance"

DEBT VALIDATION NOTICE

Date: July 12, 2007 T.S. No: A343546 CA

Unit Code: A

Loan No: 49792970/JOHNSON

- 1. The enclosed document relates to a debt owed to:
 FIRST FEDERAL BANK OF CALIFORNIA
 c/o First Federal Bank of California
- Your mortgage Loan with the above-referenced creditor has been referred to our office for foreclosure based upon a default under the terms of the subject Note and Deed of Trust. Pursuant to and in compliance with the Fair Debt Collection Practices Act (Federal(15USC 1601, as amended) our company on behalf of the above-named creditor hereby provides the following notification:
 - * We are attempting to collect a debt and any information we obtain will be used for that purpose.
 - * The amount required to reinstate or pay off the Debtor's account will be provided to the Debtor upon request. The Debtor should telephone our company or the creditor for a quotation of such amount.
 - * Written request or claims of dispute may be sent to the Creditor or to our company.
 - * You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
- 3. As of July 9, 2007 the total delinquency owed was \$23,466.15, but this amount will increase daily after such date until the delinquency has been fully paid.
- 4. As of the date in item Number 3, the amount owed is \$885,272.85 for unpaid Principal, plus Accrued Interest and any Accrued NSF Fees, Escrow Advances, Late Charges, or Suspense Credits and Attorney and/or Trustee Fee and Costs that have been incurred. Because these charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after your check is received, in which event you will be informed before the check is deposited for collection. For further information you may contact T.D. SERVICE COMPANY by mail at 1820 E. FIRST ST., SUITE 210, P.O. BOX 11988, SANTA ANA, CA 92711-1988 or call (800) 843-0260 or call your lender directly.
- 5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid. The foreclosure action can be withdrawn if it is determined by the Creditor that there has been no default or the default has been cured or corrected.
- 6. You have various rights and duties under state law, which may include the right to reinstate the loan or redeem the property from the foreclosure sale. This letter is not a notification or intent to notify you of your rights. You should seek independent advice with respect to your rights and obligations under this debt.

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY 1820 E. FIRST ST., SUITE 210 P.O. BOX 11988 SANTA ANA, CA 92711-1988 The following copy of "Notice": the original of which was filed for record on July 11, 2007 in the office of the County Recorder of said County, is sent to you inasmuch as an examination of the title to said trust property shows you may have an interest in the Trustee's Sale proceedings.

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

"IMPORTANT NOTICE"

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON Property Address: 2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA. 93921

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days are the data set for the sale of your property. No sale data may be set until three months. prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$23,466.15, As of July 9, 2007

and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Page 2 NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Foreclosure Department
First Federal Bank of
California
401 Wilshire Blvd.
Santa Monica, CA 90401
(310) 319-6089

If you have any questions, you should contact a lawyer or the government agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION

NOTICE IS HEREBY GIVEN THAT: SEASIDE FINANCIAL CORPORATION is duly appointed Trustee under the following described Deed of Trust:

Trustor: DEBORAH E. JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA

Said Deed of Trust secures certain obligations including one Note for the sum of \$840,000.00

That the Beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of: THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE APRIL 1, 2007 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST. PLUS LATE CHARGE(S). FEE RECEIVABLES IN THE AMOUNT OF \$4,878.75.

That by reason thereof, the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATED 07/09/07

SEASIDE FINAN	ICIAL CORPOR	ATION, BY T.I	D. SERVICE CO	MPANY AS AGENT
FOR THE TRUST	TEE, BY SERVIO	CELINK, AS A	GENT FOR T.D.	SERVICE COMPANY
BY		BY		

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

SERVICELINK, IRVINE

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

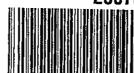
and when recorded mail to

T.D. SERVICE COMPANY 1820 E. FIRST ST., SUITE 210 P.O. BOX 11988 SANTA ANA, CA 92711-1988

Stephen L. Vagnini Monterey County Recorder Recorded at the request of Filer

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DOCUMENT: 2007054666 Titles: 1/ Pages:



Fees... 11.00

Taxes.

Other...

AMT PAID \$11.00

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NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

"IMPORTANT NOTICE"

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON Property Address: 2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is \$23,466.15, As of July 9, 2007

and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Page 2 NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Foreclosure Department First Federal Bank of California 401 Wilshire Blvd. Santa Monica, CA 90401 (310) 319-6089

If you have any questions, you should contact a lawyer or the government agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION

NOTICE IS HEREBY GIVEN THAT: SEASIDE FINANCIAL CORPORATION is duly appointed Trustee under the following described Deed of Trust:

Trustor: DEBORAH E. JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA

Said Deed of Trust secures certain obligations including one Note for the sum of \$840,000.00

That the Beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the Beneficiary; That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE APRIL 1, 2007 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST. PLUS LATE CHARGE(S). FEE RECEIVABLES IN THE AMOUNT OF \$4,878.75.

That by reason thereof, the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

DATED 07/09/07

SEASIDE FINANCIAL CORPORATION, BY T.D. SERVICE COMPANY AS AGENT FOR THE TRUSTEE, BY SERVICELINK, AS AGENT FOR T.D. SERVICE COMPANY

BY Cathy Suffith BY

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

END OF DOCUMENT

APR 2 9 2008

When entropsed this is certified to be a true copy of the records of the Monterey County Recorder's Office.

Stappen J. Vagnini, Recorder

Deouty

RECORDING REQUESTED B'

T.D. SERVICE COMPANY

And when recorded mail to

T.D. SERVICE COMPANY

P.O. BOX 11988

1820 E. FIRST ST., SUITE 210

SANTA ANA, CA 92711-1988

Filed 05/06/2008

Page 10 of 37

Stephen L. Vagnini Monterey County Recorder Recorded at the request of CRLUCY 10/15/2007 11:32:37

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Other _____

\$11.00

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NOTICE OF TRUSTEE'S SALE

T.S. No: A343546 CA

Unit Code: A

Loan No: 49792970/JOHNSON/JOHNSON

AP #1: 010-126-022
SEASIDE FINANCIAL CORPORATION; as duly appointed Trustee under the following d

SEASIDE FINANCIAL CORPORATION, as duly appointed Trustee under the following described Deed of Trust WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (in the forms which are lawful tender in the United States) and/or the cashier's, certified or other checks specified in Civil Code Section 2924h (payable in full at the time of sale to T.D. Service Company) all right, title and interest conveyed to and now held by it under said Deed of Trust in the property hereinafter described:

Trustor: DEBORAH E. JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA, pursuant to the Notice of Default and Election to Sell thereunder recorded July 11, 2007 as Instr. No. 2007-54666 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County CALIFORNIA.

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED MAY 5, 2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921

"(If a street address or common designation of property is shown above, no warranty is given as to its completeness or correctness)."

Said Sale of property will be made in "as is" condition without covenant or warranty, express or implied, regarding title possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest as in said note provided, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust.

Said sale will be held on:

NOVEMBER 8, 2007, AT 10:00 A.M. *ON THE MAIN STEPS (AT THE DOUBLE DOOR ENTRANCE, INSIDE THE COURTYARD) OF THE COUNTY COURTHOUSE, 240 CHURCH STREET, SALINAS, CA

At the time of the initial publication of this notice, the total amount of the unpaid balance of the obligation secured by the above described Deed of Trust and estimated costs, expenses, and advances is \$943,523.95. It is possible that at the time of sale the opening bid may be less than the total indebtedness due.

Page 2

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON/JOHNSON

Date: October 12, 2007

SEASIDE FINANCIAL CORPORATION as said Trustee.

by T.D. Service Company, as agent

FRANCES DEPALMA, ASSISTANT SECRETARY

T.D. SERVICE COMPANY

1820 E. FIRST ST., SUITE 210, P.O. BOX 11988

SANTA ANA, CA 92711-1988

(714) 543-8372

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee; and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.ascentex.com/websales.

END OF DOCUMENT

kan kanggaran dan menggupakan permanggaran bermadan Masil kanggaran dan danggaran dan dan menggupak bermadan d Bukan penggaran dan penggupak penggupak penggupak penggupak dan bermada dan dan dan bermada penggupak dan dan

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Stephen Wagniph, Recorder

Deputy

Recording Requested By ServiceLink

RECORDING REQUESTED BY T.D. SERVICE COMPANY

And when recorded mail to First Federal Bank of California RE: Loan # 49792970/JOHNSON/JOHNSON 401 Wilshire Blvd. Santa Monica, CA 90401

Stephen L. Vagnini Monterey County Recorder Recorded at the request of

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Filer

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Titles: 1/ Pages:

Fees... 12.00 Taxes...

Other . . . AMT PAID \$12.00

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TRUSTEE'S DEED UPON SALE

The undersigned declares under penalty of perjury that the following declaration is true and correct:

1) The Grantee herein was the foreclosing Beneficiary.

2) The amount of the unpaid debt together with costs was \$983,776.34 3) The amount paid by the Grantee at the Trustee's Sale was -----\$969,700.00 \$.00 Staled Visible 4) The documentary transfer tax is 5) The city transfer tax is -----\$.00 6) The monument preservation tax is -----

7) Said property is in unincorporated area, County of Monterey

\$.00

T.D. SERVICE COMPANY

Dated: 02/08/08

Frances Daralma, Trustee's Sale Officer

T.S. No: A343546 CA

Unit Code: A

Loan No: 49792970/JOHNSON/JOHNSON

AP #1: 010-126-022

Property Address: 2ND AVENUE 2 NE OF DOLORES STREET, CARMEL, CA 93921

SEASIDE FINANCIAL CORPORATION (herein called Trustee)

Accommodatic 1

does hereby GRANT AND CONVEY, without any covenant or warranty, express or implied to

FIRST FEDERAL BANK OF CALIFORNIA

(herein called Grantee), such interest as Trustee has in that certain property described as follows:

PARCEL I: PARCEL "B" AS SHOWN ON THAT CERTAIN MAP FILED AUGUST 27, 1980 IN VOLUME 14 OF PARCEL MAPS, AT PAGE 58. PARCE II: A NON-EXCLUSIVE EASEMENT FOR PUBLIC UTILITY PURPOSES THREE FEET WIDE, LYING SOUTHERLY OF AND CONTIGUOUS WITH THE NORTHERLY BOUNDARY OF PARCEL A AS SAID PARCEL IS SHOWN ON THE MAP ABOVE REFERRED TO.

This conveyance is made pursuant to the authority vested in said Trustee, as Trustee or as duly appointed Trustee by the Deed of Trust described as follows:

Trustor: DEBORAH E. JOHNSON

MAIL TAX STATEMENTS TO ADDRESS SHOWN ABOVE

Page 2

T.S. No: A343546 CA Unit Code: A Loan No: 49792970/JOHNSON/JOHNSON

Recorded May 16, 2005 as Instr. No. 2005048551 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA, Whereas, the holder of the note secured by said Deed of Trust delivered to Trustee a written Declaration of Default and, pursuant thereto, a Notice of Default was recorded July 11, 2007 as Instr. No. 2007-54666 in Book --- Page --- of Official Records in the office of the Recorder of MONTEREY County; CALIFORNIA.

Whereas, Trustee complied with all applicable statutory provisions of California Civil Code Sections 2924 et seq. and of the described Deed of Trust including the mailing, publication, personal delivery, and posting of the Notice of Default and Notice of Sale, as respectively appropriate.

Said Notice of Trustee's Sale stated the time and place that Trustee would sell its interest in the described property at public auction. On February 8, 2008, the date set forth in the Notice of Trustee's Sale or the properly postponed sale date, Trustee sold the described property to Grantee, the highest qualified bidder present, for the sum of \$969,700.00. Pro-tanto.

In Witness Whereof, the undersigned caused its corporate name and seal (if applicable) to be hereunto affixed.

Dated February 9, 2008

SEASIDE FINANCIAL CORPORATION

By T.D. Service Company, As Agent for the Trustee

Frances Denging Assistant Secretary

Patricia A. Randall, Vice President

STATE OF CALIFORNIA COUNTY OF ORANGE

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On 02/09/08 before me, KAY HENDRICKS, a Notary Public, personally appeared FRANCES DEPALMA, ASSISTANT SECRETARY, PATRICIA A. RANDALL, VICE PRESIDENT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the Laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Ciamatura

(Seal)

KAY HENDRICKS
Commission # 1530718
Notary Public - California
Orange County
My Comm. Expires Dec 27, 2008

END OF DOCUMEN

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EXHIBIT "C"

Case 5:08-cv-00264-PVT

Occument 30-2 Filed 05/06/2008 Page 17 of 37 OLD REPUBLIC TI E COMPANY

2205 Fourth Street • Livermore CA • 94550 • (925) 443-1400 • (925) 447-8247

Date: Escrow No.: 5/16/05 1114001775-TN

Escrow Officer: Closing Date: Theresa Nigro 5/16/2005

Property: 2nd Avenue 2 NE of Dolores Street

Carmel, CA 93921

Additional Charges Attachment

Additional Charges Attachment	···	
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EXHIBIT "D"

H 4543 FRIOM Attn: Gerald D. Johnson Deborah E. Johnson

From: Brian Curl-- Account Manager 866)365-6180 Ext.#140

Return Fax # (925) 294-9630

Uniform Residential Loan Application

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Authorization to Disclose

I/we, the undersigned, have applied for a real estate loan through Pacific Mortgage Consultants, Loan Broker. I/we hereby authorize the release of any and all information required or requested by Loan Broker, their assignees, or their credit reporting agencies in their attempts to complete the processing and/or approval of our loan request.

Necessary information may include, but would not be limited to; employment and/or related compensation information, savings and checking account verifications, loan status, payment histories, credit union and mortgage balances, etc.

Loan Broker is hereby authorized to utilize copies of this form in its efforts to receive the above listed information.

Thank you for your cooperation in expediting the return of the requested information attached hereto.

Printed Name		Social Security #
Applicant Signature	Date	Birthdate
Printed Name		Social Security #
Applicant Signature	Date	Birthdate
AGENT NAME	DATE	PHONE NUMBER

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Equal Credit Opportunity Act (ECOA)

you are applying. Printed Name Printed Name	Date Date		Applicant Signature Applicant Signature	Date Date
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Notice Regarding Appraisal and Credit Report Fees

I/We hereby acknowledge that those fees collected at the time of application by Pacific Mortgage Consultants, Inc. are neither application nor loan fees.

I/We further understand those fees requested are for the express purpose of Pacific Mortgage Consultants ordering an appraisal and credit report on this specific transaction. Such fees are merely disbursed to organizations providing these services to Pacific Mortgage Consultants, Inc.

In the event this transaction is canceled, the loan package is subsequently declined by a lending institution, or any other series of events leading to termination of the relationship between Pacific Mortgage Consultants and the below signed individual(s), these monies will be retained and disbursed to those organizations having provided the appraisal and credit reporting services to Pacific Mortgage Consultants.

Once completed, the original appraisal shall be the property of Pacific Mortgage Consultants and the ensuing lending entity. At no time shall the client receive the original appraisal unless all fees including special rush fees, etc., have been received and cleared the Company's account. The Company will, however, supply the below signed individual(s) with a copy of the appraisal at or after close of escrow when written request has been received. In the event client cancels prior to closing of a transaction, the client shall be liable for any and all expenses relating to these items or the updating thereof - whether or not an up front fee has been collected.

Appraisal and credit monies are subject to a partial or total refund if the transaction is terminated at such point in time that said monies have not been completely expended.

In the event any legal action is necessary to enforce any provision hereon, the prevailing party shall be entitled to all costs as they pertain to such action, including but not limited to attorneys fees.

I/We acknowledge receipt of a copy hereof.

Printed Name	Date	Applicant Signature	Date
Printed Name	Date	Applicant Signature	Date
ACENT NAME	DATE	PHONE	NUMBER

PACIFIC MORTGAGE CON

Filed 05/06/2008

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-Pacific Mortgage Consultants, Inc -700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939 DRE License # 01378482 Expires 4/16/07

Occupancy Statement

I/we hereby state our intention to occupy that property listed in the "Subject Property Address" section of the uniform residential loan application as our personal and primary residence. I/we understand that such occupancy is a condition of the granting of the ensuing loan.

I/we acknowledge this requirement of owner occupancy is understood. Its is further acknowledged that I/we are not relying upon any verbal statements made by Loan Broker, its independent contractors, or its employees regarding any non-occupancy of the subject property. Furthermore this statement is not being made to induce Loan Broker or any ensuing lender to process or approve the applied for loan.

In the event occupancy of the subject property does not occur, I/we understand that the loan received may become immediately due and payable and agree to indemnify Loan Broker, its representatives, or assignees from any action (s) as they may pertain to non-occupancy of the property. I/we further acknowledge full liability for any attorneys fees associated with Loan Broker's need to enforce this agreement or defend itself in any action brought by any entity due to non-occupancy of the subject property. It is further agreed that any and all cost as they may pertain to loan acceleration, including but not limited to attorney's fees, court costs, etc., shall be wholly my/our responsibility.

Printed Name	Date		Applicant Signature	Date
Printed Name	Date		Applicant Signature	Date
AGENT NAME		DATE	PHONI	E NUMBER

PACIFIC MORTGAGE CON

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01/19/2005 07:43 9252949630

racific Mortgage Consultants, Inc. 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939 DRE License # 01378482 Expires 4/16/07

The Housing Financial Discrimination Act Of 1977 Fair Lending Notice

APPLICATION NO:				
PROPERTY ADDRES	:S:			
It is illegal to discrim because of the conside		visions of or in	the availability of financial	assistance
surrounding a housing	z accommodatio	n, unless the fin	eighborhood or geographic a incial institution can demons to avoid an unsafe and unsou	trate in
2. Race, color,	religion, sex, m	arital status, nat	ional origin or ancestry.	
neighborhood or geog such composition is u housing accommodati conditions, to provide	raphic area suri ndergoing chan on or in determ financial assista	rounding a hous ge, or is expected ining whether or ince	ational origin composition of ing accommodation or wheth to undergo change, in appra not, or under what terms and	er or nol ising a I
rehabilitation or refin	ancing of one-to	-four unit famil	urpose of the purchase, const y residence occupied by the o o-four unit family residence.	ruction, wner and
If you have any quest management of this fi	ions about your inancial institut	rights, or if you ion or:	wish to file a complaint, cont	act the
		RTMENT OF REAS 2300 X STREET ACRAMENTO, CA	•	
Printed Name	Date		Applicant Signature	Date
Printed Name	Date		Applicant Signature	Date
AGENT NAME		DATE	PHONE	NUMBER

PACIFIC MORTGAGE CON

Filed 05/06/2008

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01/19/2005 07:43 9252949630

> - Yacific Mortgage Consultants, Inc 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939 DRE License # 01378482 Expires 4/16/07

Broker and Borrower Document Certification

The undersigned Broker and Borrower(s) hereby certify that all copies of documents provided , ("Lender"), for the purpose of underwriting and closing Broker and Borrower(s) loan are true and exact copies of the original documents provided by the borrower(s) and further certify that the original documents do not contain any alterations, revisions, erasures or whiteouts.

For purposes of this Broker and Borrower Document Certification, Broker and borrower(s) acknowledge that such certifications pertains to any and all documents provided by Borrower(s) to Broker for purposes of loan processing, underwriting and closing, and may include but are not limited to the following:

- Paystubs/Earning Statements
- W-2 forms
- Individual Income Tax Returns (IRS Form 1040)
- Partnership Tax Returns (IRS Form 1065)
- Corporate Tax Returns (IRS Form 1120)
- Bank/Savings/Credit Union Account Statements
- Canceled Checks
- Business Balance Sheet and Income Statement
- Rental Agreements
- Purchase Contracts/Agreements

Note: In order to comply with investor requirements for sale of loans, the Lender may require the borrower(s) to provide original signatures on the first two pages of any tax returns. Acknowledged by:

Authorized Employee and	Title		Date
Borrower Name	. <u></u>	Signature	Date
Borrower Name	 	Signature	Date
AGENT NAME	DATE	F	HONE NUMBER

9252949630

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- Pacific Mortgage Consultants, Inc. 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939 DRE License # 01378482 Expires 4/16/07

Mortgage Loan Origination Agreement

	A Company of the American Committee of the Committee of t				
nortgage loan from a participating lender with) agree to enter into this Mortgage Loan Origination s/Broker as an independent contractor to apply for a residential th which we from time to time contract upon such terms and y require. You inquired into mortgage financing with Pacific 2004. We are licensed as a "Mortgage Broker" under the state laws				
Section 1. Nature of Relationship.					
In connection with this mortgage loan:	4				
We are acting as an independent contractor and not as your agent. We will enter into separate independent contractor agreements with various lenders.					
. While we cook to accist you in meeting you	our financial needs, we do not distribute the products of all lenders warantee the lowest price or the best terms available in the market.				
 The retail price we offer you, your interest In some cases, we may be paid all of our Alternately, we may be paid a portion of some cases, if you rather pay a lower into Also in some cases, if you would rather p compensation indirectly through a higher than the price of the pri	te generally provide their loan products to us at a wholesale rate. Est rate, total points and fees will include our compensation. Compensation by either you or the lender. For example, in lerest rate, you may pay higher up-front points and fees. pay less up-front, you may he able to pay some or all of our er interest rate in which case we will be paid directly by the lender. (1) the value of the Mortgage Loan or related servicing rights in the facilities performed or provided by us to the lender. wheelige receipt of a copy of this signed Agreement.				
MORIGAGE LOAN ORIONIATION.					
Ry Agent Date	Phone Number				
By Agent Date	Phone Number				
By Agent Date Applicant Printed Name	Phone Number Signature Date				

Applicant Printed Name

Applicant Printed Name

AGENT NAME

Date

Date

19/2005	Ø7:43	9252949630	PACIFIC MORTGAGE CON	PAGE 12/13
		700 Larkspur Landii	Cortgage Consultants, Inc. ng Circle Suite 275 Larkspur, CA 94939 se # 01378482 Expires 4/16/07	
		Tax and Ins	urance Impound Request	
I hereb	y request	the following to be im	pounded and paid monthly with my p	ayment:
	1.) Prope	erty Taxes	·	
	2.) Fire/	Hazard Insurance		
I <u>do n</u> a	<u>ot</u> want Ta	x or Insurance Impo	unds	
		Fire/Hazaro	l Insurance Agent Information	
Insura	ınce Co			
Agent	s Name _		Phone No.	
Addre	35			
Cia.			State	Zip

Date

Date

Applicant Signature

Applicant Signature

PHONE NUMBER

9252949630

PACIFIC MORTGAGE CON

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→ Acific Mortgage Consultants, Inc 700 Larkspur Landing Circle Suite 275 Larkspur, CA 94939 DRE License # 01378482 Expires 4/16/07

Consumer Caution and Home Ownership Counseling Notice

If you obtain this loan, the lender will have a mortgage on your home. You could lose your home, and any money you have put into it, if you do not meet your obligations under the loan.

Mortgage loan rates and closing costs and fees vary based on many factors, including your particular credit and financial circumstances, your earnings history, the loan-to-value requested, and the type of property that will secure your loan. Higher rates and fees may be justified depending on the individual circumstances of a particular consumer's application. You should shop around and compare loan rates and fees.

This particular loan may have a higher rate and total points and fees than other mortgage loans, and is or may be subject to the additional disclosure and substantive protections under Division 1.6 (commencing with Section 4970) of the Financial Code. You should consider consulting a qualified independent credit counselor or other experienced financial advisor regarding the rate, fees and provisions of this mortgage loan before you proceed. For information on contacting a qualified credit counselor, ask your lender or call the United States Department of Housing and Urban Development's counseling hotline at 1-888-466-3487 or go to www.hud.gov/fha/sfh/hcc for a list of counselors.

You are not required to complete any loan agreement merely because you have received these disclosures or have signed a loan application.

If you proceed with this mortgage loan, you should also remember that you may face serious financial risks if you use this loan to pay off credit card debts and other debts in connection with this transaction, and then subsequently incur significant new credit card charges or other debts. If you continue to accumulate debt after this loan is closed and then experience financial difficulties, you could lose your home and any equity you have in it if you do not meet your mortgage loan obligations.

Property taxes and homeowner's insurance are your responsibility. Not all lenders provide escrow services for these payments. You should ask your lender about these services.

Your payments on existing debts contribute to your credit ratings. You should not accept any advice to ignore your regular payments to your existing creditors.

Applicant Printed Name (Date)	Applicant Signature (Date)	
Applicant Printed Name (Date)	Applicant Signature (Date)	
AGENT NAME	PHONE NUMBER	

EXHIBIT "E"

OL. REPUBLIC TITLE CC. PANY

2205 Fourth Street • Livermore CA • 94550 • (925) 443-1400 • FAX (925) 447-8247

Gerald Johnson and Deborah Johnson 2nd Avenue 2 NE of Dolores Street Carmel, CA 93921 Date: March 09, 2005

Escrow Number: 1114001775-TN

Property: 2nd Avenue 2 NE of Dolores Street

Carmel, CA 93921

Reference:

Dear Gerald Johnson and Deborah Johnson

In connection with the escrow referenced above I have enclosed the documents listed below along with a brief description of the action I am requesting you take in respect to each item.

I also ask that you review the enclosed material and respond as requested at your earliest convenience so as to avoid any delay in the anticipated closing of this transaction.

If you have any questions regarding the content of the enclosed documents or the instructions regarding their disposition, please do not hesitate to contact me.

Sincerely,

Theresa Nigro Escrow Officer

Please Fill Out, Sign and Return:
(*) Statement of Information

TN/vh Page 1 of 1



CONFIDENTIAL STATEMENT OF INFORMATION

This statement is to be signed personally by each party to the transaction and by both spouses/partners, if married/registered (Section 1 is to be completed by the husband/partner, and Section 2 by the wife/partner). This information is necessary because we have been asked to insure a transaction involving real property in which you are interested. In that regard, we may encounter judgments, bankruptcies, dissolutions and liens against persons with the same or similar name as yours.

Property Address of Transacti	ion: 2nd Avenue 2 NE of Dolores Street Number & Street	Carmel, CA 93921 Order Number	r 1114001775-TN/0707003629
Vacant Land:	Is any portion of the new loan	City, State & Zip <u>Improvements</u> :	Is Property:
	to be used for improvements?	☐ Single Family	
		☐ Multiple Residence	Owner Occupied
☐ Yes ☐ No	☐ Yes ☐ No	☐ Commercial	☐ Tenant Occupied
1. Name:			
~- First -	- Middle (If	None, write None)	Last
Social Security No.		e of Birth Place of Birth	
	any other Social Security Number? 🖸 Ye	a a second control of the second control of	
Status: Single Married* ** *Married*	☐ Divorced ☐ Widow/Widower ☐ Re	egistered Domestic Partner Mark One:	☐ Male ☐ Female
Registered		At	
*If married, spouse's name *Your name prior to marriage		(City, County, s *Spouse's name prior to marriage	tale)
Tour name prior to manage	OCCUPATIONS	State resident since (date)	The state of the s
Occupation	Firm Name		and have a second of the second s
Occupation	Firm Name		(ears
		AST TEN YEARS	fears
Number and Street City ar	nd State. From (date)	ு Own ் Rent	
	nd State From (date)	OWN I Rent	Total Control of the
If no former marriage, write "none", o Name of former spouse/partner:	otherwise complete the following:	ERED DOMESTIC PARTNERSHIP Social Security No:	
Deceased: Dissolution: Date	at 1		
First and last name(s) of children from Name of former spouse/partner:	n this marriage	Where:	<u>a an maranta da maranta</u>
		Social Security No.	
Deceased: Dissolution: Da First and last name(s) of children fron		Where:	algarina (n. 1921). 19 ang ang pagamalang ang pagamang pagamang pagamang pagamang pagamang pagamang pagamang pagamang pagamang pa
2. (Spouse's/Partner's Name):		THE STATE OF THE S	n regional surrey property and a
(oposses) discless trainer.	First	Middle (If None, write None)	Stast Start Start
Social Security No.	Driver's License No. 4 4 Dat	e of Birth Place of Birth	
Have you ever been issued, or used,	any other Social Security Number? 🔘 Ye	S D No If yes, what number did you use?	
Status: ☐ Single ☐ Married* ☐	Divorced □ Widow/Widower □ Regi	stered Domestic Partner Mark One: C	Male D Female
*Marr Registere	led of	oli y Special Barda myatiki katika katika T at	
*If married, spouse's name	(Date)	*Spouse's name prior to marriage	te) was a same was supplied to
*Your name prior to marriage		State resident since (date)	has III., E. Marie II.
		LAST TEN YEARS	
Occupation	Firm Name	<u>and the second control of the second contro</u>	Years
Occupation.	Firm Name RESIDENCES L	AST TEN YEARS No.	Years
Number and Street City ar	nd State From (date)	□ Own □ Rent : To (date)	
	nd State From (date)	OWN Rent To (date)	
If no former marriage, write "none", otherwise con	ORMER MARRIAGES/REGIST mplete the following:	ERED DOMESTIC PARTNERSHIP	
Name of former spouse/partner:		Social Security No.	
Deceased: ☐ Dissolution: ☐ Da		Where:	
First and last name(s) of children from Name of former spouse/partner:	n this marriage	Social Security No.	
Deceased: ☐ Dissolution : ☐ Da	ate:		
First and last name(s) of children from	n this marriage	Where:	
I declare, under penalty of perjury, the Signature:	nat the foregoing is true and correct.	P-1	
Home Phone:		Date: Business Phone:	
Signature: Home Phone:		Date:	
nome mone:		Business Phone:	

On the reverse side is our Confidential Statement of Information form which we ask you to complete and return to us as soon as possible.

There really is a reason for our request for you to fill it out. We don't want you to think that we are unnecessarily interested in your personal affairs. We have been asked to insure the title to real property in which you are interested, and if you will give us the information called for, it will help us do our job quickly and accurately. All information will be treated as confidential.

Our state's population is growing rapidly. Please think for a moment how many of our residents have the same or similar names. In processing your order we will inevitably encounter judgments, bankruptcies, divorces and income tax liens against persons whose names are in some way similar to yours. Such matters must be considered unless eliminated by information showing you are not the person involved in these difficulties. You see, then, that we need to know something about you and your spouse, if you are married, so that we may promptly ignore all matters not directly affecting you or the property.

By completing this form in full, you are helping to make it possible for us to give you the kind of service we are sure you would like to receive.

representations are all the reserved to the con-

EXHIBIT "F"

days from the regular day or date of the periodic statement.

- (5) Board means the Board of Governors of the Federal Reserve System.
- (6) Business day means a day on which the creditor's offices are open to the public for carrying on substantially all of its business functions. However, for purposes of rescission under §§ 226.15 and 226.23, and for purposes of § 226.31, the term means all calendar days except Sundays and the legal public holidays specified in 5 U.S.C. 6103(a), such as New Year's Day, the Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.
- (7) Card issuer means a person that issues a credit card or that person's agent with respect to the card.
- (8) Cardholder means a natural person to whom a credit card is issued for consumer credit purposes, or a natural person who has agreed with the card issuer to pay consumer credit obligations arising from the issuance of a credit card to another natural person. For purposes of §226.12(a) and (b), the term includes any person to whom a credit card is issued for any purpose, including business, commercial, or agricultural use, or a person who has agreed with the card issuer to pay obligations arising from the issuance of such a credit card to another person.
- (9) Cash price means the price at which a creditor, in the ordinary course of business, offers to sell for cash the property or service that is the subject of the transaction. At the creditor's option, the term may include the price of accessories, services related to the sale, service contracts and taxes and fees for license, title, and registration. The term does not include any finance charge.
- (10) Closed-end credit means consumer credit other than open-end credit as defined in this section.
- (11) Consumer means a cardholder or a natural person to whom consumer credit is offered or extended. However, for purposes of rescission under §§ 226.15 and 226.23, the term also includes a natural person in whose principal dwelling a security interest is or will be retained or acquired, if that person's

ownership interest in the dwelling is or will be subject to the security interest.

- (12) Consumer credit means credit offered or extended to a consumer primarily for personal, family, or household purposes.
- (13) Consummation means the time that a consumer becomes contractually obligated on a credit transaction.
- (14) Credit means the right to defer payment of debt or to incur debt and defer its payment.
- (15) Credit card means any card, plate, coupon book, or other single credit device that may be used from time to time to obtain credit. Charge card means a credit card on an account for which no periodic rate is used to compute a finance charge.
- (16) Credit sale means a sale in which the seller is a creditor. The term includes a bailment or lease (unless terminable without penalty at any time by the consumer) under which the consumer:
- (i) Agrees to pay as compensation for use a sum substantially equivalent to, or in excess of, the total value of the property and services involved; and
- (ii) Will become (or has the option to become), for no additional consideration or for nominal consideration, the owner of the property upon compliance with the agreement.
- (17) Creditor means: (i) A person (A) who regularly extends consumer credits that is subject to a finance charge or is payable by written agreement in more than 4 installments (not including a downpayment), and (B) to whom the obligation is initially payable, either on the face of the note or contract, or by agreement when there is no note or contract.

³A person regularly extends consumer credit only if it extended credit (other than credit subject to the requirements of § 226.32) more than 25 times (or more than 5 times for transactions secured by a dwelling) in the preceding calendar year. If a person did not meet these numerical standards in the preceding calendar year, the numerical standards shall be applied to the current calendar year. A person regularly extends consumer credit if, in any 12-month period, the person originates more than one credit extension that is subject to the requirements of § 226.32 or one or more such credit extensions through a mortgage broker.